

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 12th day of November, 2015, by and between the City of Tempe, an Arizona municipal corporation ("City"), and **Wilson Engineers, L.L.C.**, an Arizona limited liability company ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Waterline Replacement – Brentwood Manor & Tempe Royal Palms**, Project No. **3204961C** ("Project").

1. SERVICES OF CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall provide design services, as described in Exhibit "A" attached.
- 1.2. Consultant has assigned Steve Todd as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. Consultant shall follow and comply with the Arizona Utility Coordinating Committee's Public Improvement Project Guide and the City's Utility Permit and Construction Manual, latest revisions, as directed by City.
- 1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.
- 1.6. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for

example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

- 1.7. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.8. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.9. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services by August 31, 2016. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

3. CONSULTANT'S COMPENSATION

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$211,170.00, unless otherwise authorized by City. This fee includes an allowance of \$20,500.00 for reimbursable expenses, which in no event will ever be more than actual cost.
- 3.2. Payment for this Contract shall be based on the following Budget Schedule:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Design Services	Lump Sum	\$190,670.00
Subtotal Task Amount:		\$190,670.00

<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Additional Services	Not to Exceed	\$10,000.00
Submittal Review	Not to Exceed	\$4,000.00
Public Relations	Not to Exceed	\$1,000.00
Plan Reproduction and Permit Fees	Not to Exceed	\$5,500.00
Subtotal Allowances Amount:		\$20,500.00

Total Compensation Not to Exceed: \$211,170.00

- 3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant.

Submittals shall be based on the Budget Schedule and shall include supporting documentation for all Allowances. If Budget Schedule includes an Allowance for reimbursable expenses, in no event will payment exceed actual cost. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit "A" incorporated hereby by this reference and are in effect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.

- 3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City's approval.
- 3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City's rights and remedies for otherwise withholding funds under Arizona law.

4. CITY'S RESPONSIBILITIES

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.
- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
 - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting

specific drawings or information and independently verifying said information.

4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 2525 E. Camelback Rd, suite 900, Phoenix, Arizona 85032. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.
- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product

generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.

- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or

insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

- 6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

- 6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

- 6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

- 6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a

“claims made” basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant’s eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City’s Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant’s and any and all work on the Project and any related projects, including that of all agents,

employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.

- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or

agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, or arising out of, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

15. MISCELLANEOUS PROVISIONS

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.
- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).
- 15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards

Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

- 15.5. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.4 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.
- 15.7. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not

be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.

- 15.10. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.11. Consultant's Good Standing. Consultant hereby warrants and represents that it is an Arizona corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.12. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.13. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.14. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.15. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.
- 15.16. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after

the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.

- 15.17. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.18. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.
- 15.19. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.20. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.21. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer
City of Tempe
Public Works/Engineering Dept.
P.O. Box 5002
Tempe, AZ 85280

CONSULTANT:

(Printed Name of Signatory)
Wilson Engineers, L.L.C.
2525 E. Camelback Rd, Suite 900
Phoenix, Arizona 85032

- 15.22. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

15.23. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

**Waterline Replacement – Brentwood Manor & Tempe Royal Palms
Project No. 3204961C**

DATED this 12th day of November, 2015.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
Wilson Engineers, L.L.C.

Signature

Printed Name

Title

Federal I.D. No./Social Security No.

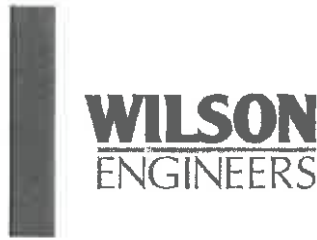


EXHIBIT A

EXHIBIT "A"
Project No. 3204961C
Sheet 1 of 9

October 8, 2015

Ken Halloran, P.E.
Senior Civil Engineer
City of Tempe
31 East Fifth Street
Tempe, AZ 85281

Ret: **Waterline Replacement – Brentwood Manor & Tempe Royal Palms - Project No. 3204961C**

Dear Mr. Halloran,

Wilson Engineers is pleased to submit the following proposal to the City of Tempe to provide Engineering Services for the Waterline Replacement Tempe Royal Palms Project. Wilson agrees to perform the following identified services:

Scope of Services

The Scope of Services for this project includes approximately 22,149 linear feet of waterline replacement in the Tempe Royal Palms Neighborhood. This project will consist of two concurrent design projects that will ultimately be bid as one construction project (Brentwood Manor/Tempe Royal Palms Neighborhood Waterlines Replacement). Sunrise Engineering will be as the lead consultant and will set the design and layout format to be used by Wilson Engineers on this project. Sunrise Engineering will provide the surveying, base-mapping, utility potholing, geotechnical engineering (if needed), TCE or ROW takes, Public Relations and technical specifications for the entire project. Wilson Engineers will provide design and construction documents for the Tempe Royal Palms Neighborhood portion of this project as shown in Attachment A.

Design Standards

All applicable federal, state, county, and local requirements covering the design and installation of potable water systems will be followed in the design of this project. The applicable design standards include the following, listed in order of precedence:

- City of Tempe Public Works Department, Engineering Design Criteria, Latest Revision
- City of Tempe, Supplement to Maricopa Association of Governments Uniform Standard Details and Specifications for Public Works Construction, Latest Revision
- City of Tempe, Public Works Dept. -Engineering Division Standard Landscape and Irrigation Details and Specifications, Latest Revision
- City of Tempe Utility Permit and Construction Manual, Latest Revision
- City of Tempe Zoning & Development Code
- Arizona Utility Coordinating Committee Public Improvement Project Guide, 2011 Edition
- American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data
- Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, Latest Revision
- Maricopa Association of Governments Uniform Standard Details for Public Works Construction. Latest Revision

A handwritten signature in blue ink, appearing to be the initials "KH" or similar, located in the bottom right corner of the page.

A Limited Liability Company

PHASE 0001 – DESIGN / CONSTRUCTION DOCUMENTS

Task 001 Topographic Surveying & Base Mapping (Provided by Sunrise Engineering):

Topographic Survey Base Map

The engineering scope will include providing design/ construction documents, bidding assistance and construction. The scope of work for this task includes providing a base map that includes the following:

1. Topographic survey of the subject parcel(s) shown in Attachment A shall include:
 - Existing Visible Utilities within the subject area combined with as-builts and City GIS Data
 - Hardscape
 - Signs
 - Structures
 - Existing Fences
 - All visual obstructions within the Rights-of-Way and waterline alignment
2. Control, Benchmarks, PLSS Corners, R/W Monuments. Centerline monuments and Property Corners where necessary.

Aerial Mapping Quality Control

Sunrise Engineering will perform aerial mapping for the residential streets shown in Attachment A. The mapping will extend 5 feet behind the existing sidewalks or Rights-of-Way whichever is greater. Sunrise Engineering will establish aerial panels/targets to control the aerial mapping and blind aerial panels/targets using dual frequency GPS Equipment. Each of panels/targets will be observed/measured using 2 separate initializations that agree within 0.07'. The blind aerial targets will not be provided to the aerial mapping company or used in the production of the aerial mapping or aero-triangulation. Upon completion of the aerial mapping, the measured values for the blind panels will be compared to the aerial mapping values of the blind panels. Delta Northing, Easting, Elevation and 3D Deltas will be determined and provided for Mapping Accuracy values. Lastly, during the field survey, terrestrial survey data collection will be performed along the centerlines of each road, added to the base mapping which will further corroborate and verify the quality of the aerial mapping. Due to the fact that this is a waterline project, full terrestrial measurements of all asphalt and hardscape will not be performed.

The Topographic Survey shall include utility information and collection of utility surface features within the roadways. The topographic survey will be performed using Aerial Mapping, GPS and conventional survey equipment. Additional terrestrial data (ground shots) will be gathered at the time of the survey at key tie-in and match points. The survey shall be performed in accordance with engineering needs of the project. The survey will be based solely on recorded documents readily available on-line and title reports are not included in this scope of services.

Surveying Deliverables

1. One (1) digital base drawing for the aforementioned project area
 - a. The drawing will include boundary, "best-fit" rights-of-way, section lines and property lines for the adjacent parcels based on recorder's documentation.
 - b. Line-work for edges of asphalt, curb, gutter, driveways, sidewalk, fences, toes and tops of slopes, canals, flow lines and ditches will be included.
 - c. Utilities including inverts will be provided in the digital base map.
 - d. Contours will be shown at 1 foot (1') intervals.
 - e. Survey control will be provided in the base map.

Task 002 Construction Drawings:

Wilson Engineers will design and prepare construction documents for the Tempe Royal Palms Neighborhood. The design will be submitted and reviewed at four (4) stages: 30%, 60%, 90%, 100% and a Final PS&E (Plans, Specifications and Estimate) package for bidding. Full-size, scalable plans will be prepared on 22" x 34" (and half size on 11" x 17"). These plans are anticipated to include:

1. Cover Sheet (City of Tempe standard format)
2. Legend, Index & Notes
3. Topo/ Demo Plan
4. Horizontal Control Plan



5. Water Plan/Profile Sheets@ 1"=20' horizontal scale and 1"=2' vertical scale
6. Detail Sheets

All plan submittals will consist of a plan set in PDF format, except for the Final Sealed Plan Set submittal which will consist of mylars (3 mil minimum) and PDF.

Note: All electronic submittals shall be made via email with a link to download (no file attachments).

The 30% Plans Submittal will include plan and profile sheets showing topographic survey. Existing utilities. Potential obstructions and a proposed waterline alignment.

Task 003 Utility Coordination:

This task will include researching public and private utilities and submitting plans to utility providers for conflict review at 60%, 90% and 100% submittals. The City will provide utility maps of the City's utilities (Wilson Engineers to request via City of Tempe's Engineering research email at: engineering_techserv@tempe.gov) and Wilson Engineers will obtain private utility maps through request letters.

Sunrise Engineering will perform above ground utility coordination for the Tempe Royal Palms portion of the project. In addition, Sunrise Engineering will perform subsurface ground utility coordination for the Tempe Royal Palms portion of the project as necessary in areas where waterlines, structures, footings and/ or foundations will be crossing utilities or are shown to be within the horizontal separation limits as listed in the Tempe design criteria manual. Utility coordination will generally follow the guidance of the Public Improvement Project Guide (PIPG) published by the Arizona Utility Coordinating Committee and the American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

Wilson Engineers will contact Blue Stake to obtain a list of the utilities having facilities in the Tempe Royal Palms project area and request record drawings from those utilities for inclusion in the base map and construction plans. Wilson Engineers will identify, investigate and confirm facility alignment conflicts associated with the Tempe Royal Palms project design, and assist those utilities in conflict with mitigation for clearance. Wilson Engineers will submit one set of coordination plans to each utility at each progress submittal along with a standard-format utility clearance (no conflict) letter. Wilson Engineers will provide the City's Project Manager with a copy of all utility clearance letters, conflict/no-conflict letters; final construction documents will not be approved until all letters have been received from each affected utility. Wilson Engineers will identify potential utility crossings to be exposed through potholing following the Preliminary (60%) Design Submittal. The City's Engineering Project Manager shall review and approve the list of utilities to be potholed prior to proceeding with potholing. Sunrise Engineering will provide utility potholing. Results of pothole investigations will be provided to Wilson Engineers to be shown on the construction drawings and also will be provided to the Contractor as part of the contract documents.

Two (2) Utility Coordination meetings are expected to occur during design phase.

Task 004 Technical Specifications (Provided by Sunrise Engineering):

This task includes preparing Technical Specifications for the 90%, 100% and sealed Final submittals. These specifications will be included in the City's Bid Documents (General Conditions, Instructions to Bidders, Contract Form, Bond Forms, etc. prepared by the City) and will follow the format of the recently completed Tempe Gardens and Superstition Neighborhoods Waterline Replacement- Project No. 3206031.

Task 005 Cost Estimates:

This task includes preparing an Engineer's Preliminary Opinion of Probable Costs for the 60%, 90%, 100% and sealed Final submittals. Wilson Engineers will perform Bid Item quantity take offs for the Tempe Royal Palms neighborhood and provide a quantity summary by Bid Item to Sunrise Engineering at the 60%, 90%, 100% and Final Design stages for cost estimate development.

HN

Task 006 QA/QC:

This task will be for quality control. Wilson Engineers will perform their standard quality control reviews for all deliverables. This will include the checking and reviewing of all documents, including payment requests, and supporting data in their final format before they are submitted to the Client. The construction documents will be reviewed by a qualified individual other than the originator to ensure a high level of quality to ensure that the plans are accurate, concise and clearly convey the intent to the contractor(s).

Task 007 MCESD Approval to Construct (ATC) Application:

This task includes preparing and submitting an ATC permit application to Maricopa County Environmental Services Department (MCESD). The application fee will be paid per the Allowances Section.

Task 008 Project Management, Meetings & Coordination:

This task includes the overall project management, administration, milestone meetings and coordination of the project. Meetings will include an initial kick-off meeting (1) and review/ comment resolution meetings following 30%, 60%, 90% and 100% submittals, for a total of four (4) review meetings with City staff and four (4) monthly progress meetings (9 meetings total). One of these meetings may include a field walk with the City. The project invoices will include a written project work update.

Wilson Engineers shall provide internal project management and control for all aspects of engineering design. Included in this task are management and maintenance of project schedule, records, correspondence, quality control activities, and correspondence with City staff.

Task 009 Bidding Services:

Wilson Engineers will attend the Pre-Bid Conference/Meeting and answer questions from prospective bidders and prepare addenda if necessary.

PHASE 0002 ALLOWANCES

The following allowances are provided for additional services that may be requested by the City as part of this project. Allowances will only be used with prior written authorization from the City's Project Manager.

Task 001 Utility Potholing (Provided by Sunrise Engineering)

Task 002 Public Relations:

This allowance will be for performing tasks related to public relations. Such tasks may include neighborhood meetings, developing mailing lists and mailing information to businesses and residents, conducting public information meetings, preparing maps/ exhibits and/ or preparing door flyers/hangers etc., as requested by the City.

Task 003 MCESD Application Review Fees:

This allowance will be for paying the Maricopa County's review fees for the ATC application. The City will then reimburse Wilson Engineers for these fees.

Task 004 Plans Reproduction Costs (Mylars):

This allowance will be for reproductions costs of plans and other documents, including the final mylars.

KH

Task 005 Owner's Allowance:

Due to the nature of this project additional services may be required during the course of design and/ or construction due to unforeseen conditions. This allowance will be for additional services (detailed description to be defined later) that will be provided upon written authorization from the City.

A general Allowance in the amount of \$10,000 is provided for additional services not identified in this scope of work but determined by the City to be required for completion of the project. All tasks completed under this allowance shall be identified and authorized by the City in advance.

Task 006 Geotechnical Engineering Allowance (Provided by Sunrise Engineering)

Task 007 TCE (Temporary Construction Easements) or R/W (Right-of-Way) Takes (Provided by Sunrise Engineering)

Task 008 Submittal Review Allowance:

This Allowance in the amount of \$4,000 is provided for Wilson to review each project submittals by Sunrise Engineering. All effort under this task will be performed at the direction of the City and will be billed as an hourly rate task not to exceed the limit of \$4,000.

Note: Allowances may only be used by Wilson Engineers after requesting and receiving written authorization from the City of Tempe Engineering Project Manager.

Scope of Work Conditions and Exclusions

- A. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract, they will be performed in accordance with a negotiated Change Order using rates shown in Attachment B.
- B. The City of Tempe shall be responsible for providing the following (Wilson Engineers to request from City of Tempe's Engineering email):
 - a. all available record drawings/ as-builts
 - b. city quarter section (city-owned) utility maps and electronic GIS map files
- C. Plans will be prepared in Auto CAD format and stationing will be from south to north and west to east.
- D. New waterlines will be Pressure Class 350 Ductile Iron Pipe encased in high-density polyethylene wrap per Tempe standards.
- E. Hydrants and valves will be per City standards.

Fees

The fees for this scope of work are summarized in Attachment B. The Design/Construction Documents Phase 0001 will be performed on a Lump Sum basis and the Allowances 0002 will be performed on a Time and Materials basis.

Schedule

See Attachment C - Proposed Schedule

KH

Design Phase Project Meetings Summary

Wilson Engineers will attend and participate in all project meetings as defined in this Task. Sunrise Engineering will prepare and distribute attendance sheet, meeting agenda, and meeting minutes. City will be responsible for inviting appropriate City staff and oilier stakeholders to project meetings with the exception of Utility Coordination meetings which Sunrise Engineering will manage. Meetings included in the scope of work include the following:

Meeting Type	Number of Meetings
Project Kickoff	1
Utility Coordination (if needed)	2
Progress Meetings (monthly)	4
Comment Resolution	4
Pre-Bid Conference	1
Total	12

Construction Procurement Method


This project is expected to be constructed by low bid method. Wilson Engineers will be expected to provide thorough plans, specifications and estimate in order to successfully complete the bidding process.

Assumptions and Exclusions

Allowances will only be used with prior written authorization from the City's Engineering Project Manager. All allowances will be tracked and identified separately on invoices. Any work not specifically identified as being part of this scope of work or allowances shall be clearly identified in advance and no such work shall be started without prior written authorization from the City's Engineering Project Manager.

We look forward to working with the City of Tempe on this project. Let me know if you have any questions or need any additional information. Thank you.

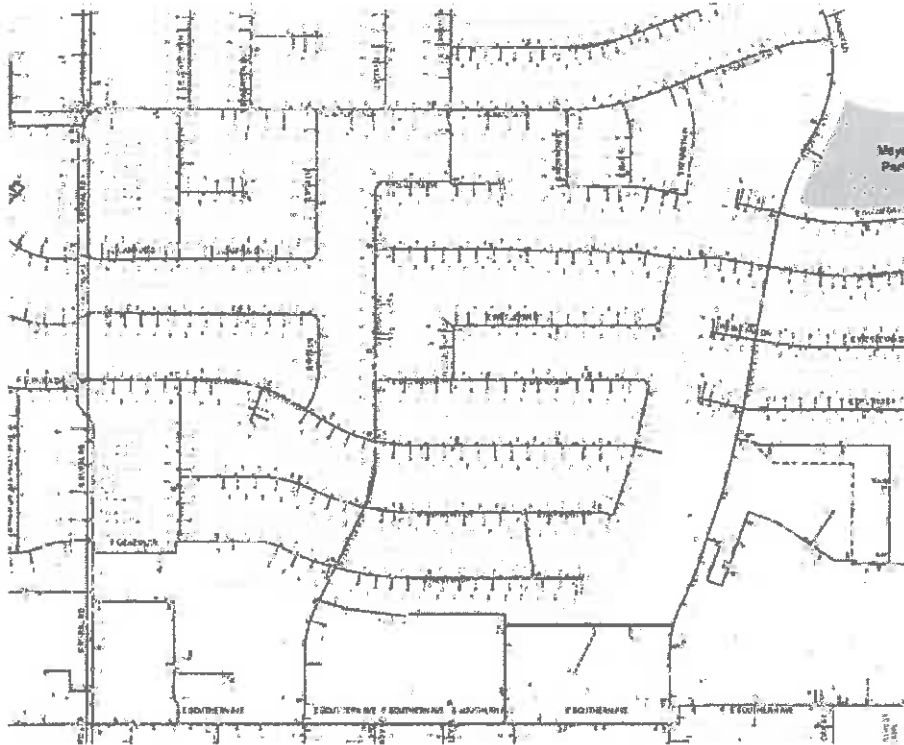
WILSON ENGINEERS



Stephen Todd, PE
Principal



Attachment A – Tempe Royal Palms Neighborhood



SW22N4 Tempe Royal Palms Neighborhood Waterline Replacement Project										
Rural	Alameda	Southern	12	12	2650	CIP	4	12	7/9421	Various
Jentilly Lane	Alameda	Campus	6	8	660	CIP	0	8	1205	1966
Balboa Cir	Jentilly	Cul-de-sac	6	8	900	CIP	1	9	1205	1966
Campus Drive	Rural	Rita	6	8	1080	CIP	2	27	1205	1966
Rita Lane	Alameda	Campus	6	8	640	CIP	1	11	1205	1966
Wesleyan Drive	Rural	Rita	6	8	1070	CIP	2	26	1205	1966
Rita Lane	Wesleyan	Loyola	6	8	420	CIP	1	5	1205	1966
Loyola Drive	Rural	Kenneth	8	8	2450	CIP	5	55	1205/109	1966
Jentilly Lane	Loyola	Geneva	6	8	700	CIP	1	13	?	?
Fairmont Drive	Jentilly	Kenneth	6	8	1920	CIP	4	41	7/109	7/1966
Geneva Drive	Jentilly	Stanley	6	8	1564	CIP	2	30	7/109	7/1966
Geneva Drive	Jentilly	Cul-de-sac	4	8	210	CIP	0	8	103	1966
Terrace Road	Balboa	Southern	8	8	2380	CIP	5	18	1207/R	1966/?
Terrace Road	Alameda	Balboa	8	8	510	CIP	1	2	1207	1966
Balboa Drive	Terrace	Cul-de-sac	8 & 4	8	560	CIP	0	16	1207	1966
Campus Drive	Terrace	Dorsey	6	8	1730	CIP	3	42	1207	1966
Kenneth Place	Campus	Wesleyan	6	8	290	CIP	0	4	1207	1966
Wesleyan Drive	Newberry	Kenneth	6	8	920	CIP	2	25	1207	1966
Newberry Road	Wesleyan	De Rito	6	8	230	CIP	1	3	1207	1966
De Rito Drive	Terrace	Kenneth	6	8	1240	CIP	2	29	1207	1966
Kenneth Place	De Rito	Fairmont	6	8	600	CIP	0	30	1207	1966
Stanley Place	Fairmont	Geneva	6	8	275	CIP	1	1	103	1966
Total					22149		38	397		
Total Miles					4.2					

Total Project					8.8	miles	76	791		
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KH



CITY OF TEMPE
Tempe Royal Palms Neighborhood Waterline Replacement
CITY PROJECT #3204961C
ATTACHMENT B

Sheet 8 of 9

10/8/2015

I. LUMP SUM LABOR SUMMARY

Task	Task Description	Senior PM Steve Todd E-6 \$ 180.00	Senior Engineer Alan Palmquist E-5 \$ 150.00	Project Engineer Yang Zhong E-4 \$ 125.00	Senior Technician T-4 \$ 75.00	Admin A-4 \$ 70.00	Total Hours	Total Fee
TASK 001 Topographic Survey and Base Mapping								
	Subtotal - Task 001	0	0	0	0	0	0	\$ -
TASK 002 Construction Drawings								
	30% Plans	24	24	60	160	8	276	\$ 27,980
	60% Plans	20	48	108	180	8	364	\$ 38,360
	90% Plans	24	48	140	180	8	400	\$ 43,080
	100% Plans	16	32	48	96	8	200	\$ 21,440
	Final Plans	4	8	12	20	3	47	\$ 5,130
	Subtotal - Task 002	88	160	368	636	35	1287	\$ 135,990
TASK 003 Utility Coordination								
	Subtotal - Task 003	2	10	24	40	16	92	\$ 8,980
TASK 004 Technical Specifications								
	Subtotal - Task 004	0	0	0	0	0	0	\$ -
TASK 005 Cost Estimates								
	60% Estimate	4	6	12	4		26	\$ 3,420
	90% Estimate	4	6	12	4		26	\$ 3,420
	100% Estimate	4	6	12	4		26	\$ 3,420
	Final Estimate	4	6	12	4		26	\$ 3,420
	Subtotal - Task 005	16	24	48	16	0	104	\$ 13,680
TASK 006 QA/QC								
	Subtotal - Task 006	12	18	8	12	4	54	\$ 7,046
TASK 007 MCESD ATC								
	Subtotal - Task 007	2	4	8	0	4	18	\$ 2,240
TASK 008 Project Management, Meetings and Coordination								
	Subtotal - Task 008	48	48	24	12	4	136	\$ 20,020
TASK 009 Bidding Services								
	Subtotal - Task 009	4	8	4	4	0	20	\$ 2,720
	SUBTOTAL - WILSON LABOR SUMMARY (LUMP SUM)	172	272	484	720	63	1711	\$ 190,670

II. ALLOWANCE SUMMARY

Task	Allowance Description	WILSON LABOR ALLOWANCE					Reimbursable Expense Allowance	Total Allowance
		Senior PM E-6 \$ 180.00	Senior Engineer E-5 \$ 150.00	Project Engineer E-4 \$ 125.00	Senior Technician T-4 \$ 75.00	Admin. A-4 \$ 70.00		
001	Utility Pot-holing						\$ -	\$ -
002	Public Relations						\$ - 1,000	\$ 1,000
003	MCESD Review Fees						\$ - 5,000	\$ 5,000
004	Plans Reproduction Costs (Mylars)						\$ - 500	\$ 500
005	Owners Allowance						\$ - 10,000	\$ 10,000
006	Geotechnical Engineering Allowance						\$ -	\$ -
007	TCR R/W Takes						\$ -	\$ -
008	Submittal Review Allowance						\$ 4,000	\$ 4,000
	SUBTOTAL - ALLOWANCE SUMMARY							\$ 20,500

Subconsult
Reimb.
Contract Services

IV. TOTAL DESIGN SERVICES

Item	Description	Amount
I.	WILSON LUMP SUM LABOR SUMMARY	\$ 190,670
II.	ALLOWANCE SUMMARY	\$ 20,500
IV.	TOTAL DESIGN SERVICES	\$ 211,170

Handwritten signature/initials

Attachment C

**City of Tempe
Tempe Royal Palms Neighborhood Waterline Replacement Project
Project No. 3204961C**

Project Schedule

Description	Schedule		Duration
	From	To	
Kick-Off Meeting	12/11/15	12/11/15	1
30% Design	01/15/16	02/12/16	28
60% Submittal	02/12/16	04/14/16	62
90% Submittal	04/14/16	06/01/16	48
100% Submittal	06/01/16	07/12/16	41
Final Submittal	07/12/16	08/19/16	38



EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY
PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- _____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT
IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS
VERIFICATION IS TRUE.

Signature

Business/Company (if applicable)

Print Name

Address

Date: _____

City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.



EXHIBIT C
AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be
in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE**

_____, Arizona

Date _____

**Waterline Replacement – Brentwood Manor & Tempe Royal Palms
Project No. 3204961C**

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/sub-consultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2015.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2015.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.

8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.